



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



October 21, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NO. 9 TO EXTEND AGREEMENT NO. 73653A
FOR VISITOR BUS TRANSPORTATION SERVICES WITH CUSA CC, LLC
FORMERLY COACH USA/ANTELOPE VALLEY BUS
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign Amendment No. 9 to Agreement No. 73653A to extend the term of the Agreement for six (6) months effective November 14, 2003, and thereafter, an option to extend for an additional six (6) months in any increment for a total amendment cost not to exceed \$200,000.
2. Delegate authority to the Sheriff to exercise all extensions to the Agreement if, at the Sheriff's discretion, such action would be in the best interest of the County.
3. Authorize the Sheriff to approve Contractor's name change to CUSA CC LLC due to the acquisition of Coach USA/Antelope Valley Bus by CUSA CC, LLC, a Delaware limited liability company.
4. Authorize the Sheriff to increase the maximum unit cost from \$340 to \$365 per bus, per day, beginning from the second month and continuing for the duration of the extension period.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to change the name of the Contractor as a result of the acquisition of Coach USA/Antelope Valley Bus by CUSA CC, LLC, effective September 17, 2003, and to extend Agreement No. 73653A to allow the current contractor, CUSA CC, LLC, to continue to provide uninterrupted transportation services for family and friends who visit inmates at the Pitchess Detention Center (PDC), and to allow the Sheriff's Department to complete its solicitation process for a new visitor bus transportation services agreement.

On November 14, 2002, your Board approved Amendment No. 2 to this Agreement which allowed a six (6) month extension and additional time to process a new visitor bus transportation agreement. At this time, the Department anticipates the need for additional time to complete the solicitation process.

The Contractor has been providing the Department with Visitor Bus Transportation Services at the same rate of \$340 per bus, per day, under the current Agreement and a prior agreement that was executed in 1997. Because there has been an increase in personnel, transportation maintenance, and other costs each year, the Contractor requests the opportunity to recover these expenses.

Implementation of Strategic Plan Goals

The services provided by the Contractor support the County's Strategic Goals for Service Excellence. Specifically, the proposed Amendment will continue a mandated service for inmates' families and visitors to enter PDC in a secure and controlled manner. The extension of the Agreement supports the County's Strategic Goals for fiscal integrity by ensuring that the solicitation process results in fiscally sound services.

FISCAL IMPACT/FINANCING

Funding for this Amendment is included in the Sheriff's FY 2003-2004 operating budget. The County cost for bus transportation services under this proposed Amendment will not exceed \$200,000 for the requested extension period. Despite the increase in the daily bus rate, it will not increase the total annual expenditure which has been \$200,000 per year for the past several years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Pitchess Detention Center complex houses inmates in four principal jail facilities. The public is allowed to visit inmates each Saturday, Sunday, and on designated holidays. For security purposes, public access to any of these facilities is regulated through the Visitors Center. Visitors park outside the main gated entrance, are screened at the Visitors Center, and transported by the Contractor into and out of the four jail facilities. The Department estimates that there are approximately 6,500 visitors to PDC each weekend.

Under this Amendment, the Contractor will not be asked to perform services which exceed the scope of work or contract amount.

The Contractor is in compliance with all Board, Chief Administrative Office and County Counsel requirements, including the Jury Service Program and Safely Surrendered Baby Law.

County Counsel has reviewed and approved this Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of Amendment No. 9 will ensure uninterrupted visitor transportation services. The Sheriff's Department will ensure compliance with its mandated responsibilities.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of this Amendment to the Sheriff's Department, Contracts Unit, for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

LEROY D. BACA
SHERIFF

**COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

**AMENDMENT NO. 9 TO AGREEMENT NUMBER 73653A FOR
VISITOR BUS TRANSPORTATION SERVICES WITH CUSA CC, LLC
FORMERLY COACH USA/ANTELOPE VALLEY BUS**

This Amendment Number 9 ("Amendment") is entered into by and between the County of Los Angeles Sheriff's Department (hereinafter "COUNTY") and CUSA CC, LLC, a Delaware limited liability company and a wholly owned subsidiary of CUSA, LLC, a Delaware limited liability company, which is a wholly owned subsidiary of KBUS Holdings, LLC, a Delaware limited liability company (hereinafter "CONTRACTOR") effective as of November 14, 2003, based on the following recitals:

- A. WHEREAS, on May 14, 2002 the COUNTY and Coach USA/Antelope Valley Bus entered into COUNTY Agreement Number 73653A (hereinafter "Agreement") to provide Visitor Bus Transportation Services; and
- B. WHEREAS, KBUS Holdings, LLC and Coach USA/Antelope Valley Bus entered into an Asset Purchase Agreement, dated June 5, 2003, through which KBUS Holdings, LLC, through its wholly owned subsidiary CUSA, LLC will purchase all of the assets of Coach USA's Western and South Central regional operations, and through CUSA CC, LLC, will assume all of the rights and obligations of Coach USA/Antelope Valley Bus under this Agreement; and
- C. WHEREAS, the Sheriff of the Los Angeles County's Sheriff's Department has determined that CUSA CC, LLC is a competent contractor to perform the services required by this Agreement; and
- D. WHEREAS, the name of the CONTRACTOR shall be changed to the assignee, CUSA CC, LLC; and
- E. WHEREAS, this Agreement currently expires on November 13, 2003; and
- F. WHEREAS, COUNTY and CONTRACTOR desire to extend the term of this Agreement to avoid interruption of services.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Agreement, COUNTY and CONTRACTOR hereby further agree as follows:

1. Wherever the name "Coach USA/Antelope Valley Bus" appears in the Agreement, it shall be amended and interpreted to read "CUSA CC, LLC" and wherever the word "CONTRACTOR" appears in the Agreement, it shall be interpreted to mean "CUSA CC, LLC" effective as of September 12, 2003.
2. This Agreement shall be extended for a period of six (6) months and an option to extend for an additional six (6) months in any increment effective November 14, 2003. The Sheriff shall have the authority to exercise the incremental extension options.
3. The maximum amount payable per bus will remain \$340 per day for the period November 14, 2003 through December 13, 2003, and will increase to \$365 per day for the duration of the Agreement. The maximum amount payable for the services provided through this Amendment extension shall not exceed Two Hundred Thousand Dollars (\$200,000).
4. Amend Section 6., Administration of Agreement - COUNTY as follows:

County's Program Director

Los Angeles County Sheriff's Department
Custody Operations Division, Pitchess Detention Center
Commander Kenneth J. Brazile
29300 The Old Road
Saugus, California 91384-2905

Telephone: (661) 295-8010

Except as expressly provided in this Amendment, all other provisions and conditions of this Agreement shall remain the same and in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
AMENDMENT NO. 9 TO AGREEMENT NUMBER 73653A FOR
VISITOR BUS TRANSPORTATION SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment
Number 9 to the Agreement to be executed by its duly authorized officers, effective
November 14, 2003.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer/Clerk
Board of Supervisors

By: _____
Deputy

CONTRACTOR
CUSA CC, LLC

By: David G. Dwight
Name: David G. Dwight
Title: G.M.

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By: Gary Gross
Gary Gross 10/3/03
Senior Deputy County Counsel